

From: Toma, Andreea <Andreea.Toma@bchydro.com>

Sent: Monday, May 30, 2022 2:48 PM

To: Shawn Dahlen <Shawn.Dahlen@prrd.bc.ca>

Subject: BC Hydro EV fast charger program

Hello Shawn,

My name is Andreea Toma and I'm reaching out to you with a potential opportunity for the community of Wonowon to host some of our Electric Vehicle Fast Charging Stations. In support of CleanBC, BC Hydro has a mandate to remove barriers for the adoption of electric vehicles (EV) in your community and across British Columbia. BC Hydro's focus is to serve the public at large making it easier for drivers in BC to go electric and take advantage of BC's clean, reliable hydroelectricity.

I would like your assistance to identify potential retail businesses with parking lots or easily accessible parking areas that may be suitable to host installation of EV fast chargers in and around the Wonowon community. We have typically installed chargers in parking lots at gas stations, grocery stores, restaurants and public streets but we are open to other suggestions you may have.

I am also available to make a presentation that can explain our objectives and processes and then have an informed discussion should this be of interest to you. Please let me know when you may have some availability in the next week or so and I can schedule an online meeting and please feel free to invite others on your team.

Please don't hesitate to contact me should you have any questions or need further information. I look forward to working with you on this initiative.

Many thanks,
Andreea.

Regards,

Andreea Toma, P.Eng.
Customer Service | EV Program

BC Hydro

Mobile 604.652.0694

www.bchydro.com/ev

This email and its attachments are intended solely for the personal use of the individual or entity named above. Any use of this communication by an unintended recipient is strictly prohibited. If you have received this email in error, any publication, use, reproduction, disclosure or dissemination of its contents is strictly prohibited. Please immediately delete this message and its attachments from your computer and servers. We would also appreciate if you would contact us by a collect call or return email to notify us of this error. Thank you for your cooperation.

BC Hydro Public EV Infrastructure Program – Phase 6 Project

Memorandum of Understanding

This Memorandum of Understanding (“**MOU**”) sets out the understanding of and principles agreed to between BC Hydro and the undersigned party (the “**Host**”) who wishes to participate in the BC Hydro Public EV Infrastructure Program (the “**Program**”). The Program involves BC Hydro’s installation and operation of DC fast charging (“**DCFC**”) stations for electric vehicles (“**EVs**”) at suitable Host locations across British Columbia.

Purpose

The Program aligns with the Government of British Columbia and Canada’s EV infrastructure programs which are designed to provide more clean transportation options. The purpose of the Program is to support consumer confidence in EVs by increasing the availability of public EV charging infrastructure.

Funding

The Program will be funded by contributions from the Province of British Columbia (the “**Province**”) and from the federal government sufficient to substantially cover the costs of acquiring and installing the DCFC stations (collectively, the “**Funding**”). It is understood and agreed that the implementation of the Program is conditional upon availability and receipt of the Funding.

Structure

The Funding will be provided to BC Hydro to purchase and install a DCFC station (one or multiple chargers) on land owned by the Host located at [ADDRESS].

BC Hydro will remain the owner of the DCFC station and will enter into a lease or licence (the “DCFC Station Agreement”) with the Host for the land on which the station and associated parking stalls and electrical infrastructure are to be located (the “**Site**”). The DCFC Station Agreement will be for a term of ten years and will be prepared by BC Hydro.

BC Hydro will operate and maintain the DCFC station and will make the EV charging service available to the public. The Host will ensure the Site is available to the public for the purpose of EV charging.

Timing

Subject to BC Hydro securing the Funding before December 31, 2022, (or such later date as the parties may agree), BC Hydro and the Host anticipate and agree to work towards the installation and operation of a DCFC station by December 31, 2024. Installation of a DCFC station on the Host’s property will be subject to the prior execution of the DCFC Station Agreement by the Host. The parties will target finalization and execution of the DCFC Station Agreement by March 31, 2023.

Role and Responsibilities of BC Hydro

BC Hydro will:

- Purchase and own the DCFC station and procure its installation and commissioning by a third party contractor
- Provide or procure at its expense repair and maintenance services (including parts and labour as necessary) to ensure proper and reliable operation of the DCFC station
- Provide station signage to inform and designate the function of the DCFC station
- Unless otherwise agreed pursuant to the DCFC Station Agreement, decommission the DCFC station and remove the equipment at the end of the term of the Agreement.
- Promote the DCFC station as part of the Program and provide an opportunity for the Host's logos to be applied to the DCFC station signage in accordance with the overall Program branding
- Comply with the DCFC Station Agreement

Role and Responsibilities of Host

The Host will:

- Make the Site available for installation and operation of the DCFC station 24 hours a day, all year round, for a minimum period of ten years
- Keep the Site (other than the DCFC station) in good and substantial repair and keep it free of debris and snow, and provide security in keeping with their normal security program
- Permit BC Hydro to install signage and logos on or within the Site, including for the purposes of denoting that the parking spaces within the Site are to be used as dedicated electric charging stalls.
- Notify BC Hydro or its designated contractor of any damages or required repairs or service
- Work with BC Hydro to create parking stall policies that the Host will enforce within reason
- Promote the DCFC station and the Program in community materials
- Provide and install in-town way-finding signs, directing drivers from nearby highways and freeways to the DCFC station if the Host is a local or regional government
- Comply with the DCFC Station Agreement

Binding Nature

With the exception of the following sections, prior to finalization and execution of the DCFC Station Agreement which will supersede and replace this MOU when executed and delivered by and between BC Hydro and the Host, the Program and this MOU are not binding.

Confidentiality and Publicity

Prior to any official announcement of Funding by Canada, the Province or BC Hydro, the Program and this MOU are intended to be kept confidential. The parties acknowledge and agree that this MOU may be subject to the *Freedom of Information and Protection of Privacy Act* (British Columbia). In the event that a Host executes a DCFC Station Agreement, the Host will upon request acknowledge the support and Funding provided by the Province and the support of BC Hydro in any media releases, publications, events, and print or web-based material associated with the Program, and will provide the Province and BC Hydro an opportunity to comment on and approve any such materials or events.

Governing Law

This MOU shall be governed by the laws of the Province of British Columbia.

Execution

This MOU may be executed in counterparts, and such counterparts may be delivered by fax or email in portable document format (.pdf), and all such counterparts, when executed and delivered, will be deemed to be an original and together will constitute one and the same instrument.

In witness whereof the parties hereto have caused their duly authorized representative(s) to execute this MOU with effect as of and from the dates set out below:

BRITISH COLUMBIA HYDRO & POWER AUTHORITY, by its duly authorized representative(s) with effect as of and from ____xx June____, 2022.

Per: _____

Name: Alec Tsang

Title: Manager, Electric Vehicle Infrastructure Planning

_____ **[name of company]** _____, by its duly authorized representative(s) with effect as of and
from _____ June, 2022

Per: _____

Name:

Title:

Per: _____

Name:

Title: